

1 so forth?

2 Q I'm going to ask you some questions about whether
3 or not these events, whether you were told this information.

4 A Okay.

5 Q I believe it states that in response to assigning
6 your station over to DLB, this document, Exhibit 19, page
7 10, Section 11, indicates that you were told that you would
8 get a cost-free radio system, and a reasonable number of
9 portable or mobile units.

10 A No.

11 Q Were you ever told that?

12 A No, absolutely not.

13 Q Were you ever promised anything in return for
14 assigning your license over to DLB?

15 A No. No one ever promised me anything. I didn't
16 expect anything. I don't know where all this is coming
17 from.

18 Q Look at page 11.

19 A The same book?

20 Q Next page. Yes, ma'am.

21 I believe you've testified that you had a car
22 phone radio installed in your car back in 1991 and 1992.
23 And that it had been removed. And that in 1997 you'd had
24 another car phone put in your radio when Pat asked you --

25 A Yes, that is correct.

1 Q -- about having one.

2 Read the first paragraph at the top of page 11.

3 (Pause)

4 A Okay, I've read it.

5 Q That indicates that you got four mobile units with
6 an installed value of \$3600 and air time of approximately
7 \$100 per month.

8 A That's what it says.

9 Q Did you get four mobile units?

10 A No, I did not.

11 Q Did anyone ever talk to you about the value of the
12 radio?

13 A Not specifically, no. I knew approximately what a
14 radio would cost, but no one ever discussed it with me. I
15 knew what one would cost because I typed up sales orders
16 that sold them.

17 Q Okay. How much does one cost?

18 A You would get the type of unit that I had for
19 around about \$800.

20 Q And air time uses of \$100 per month. Did anyone
21 ever tell you anything about you owing any money for air
22 time usage?

23 A No, they did not.

24 Q Did you, the type of usage that you used the radio
25 for, would that have been the correct monthly fee amount for

1 that type of usage?

2 A Not for what I charged customers for the same
3 thing.

4 Q What did you charge customers for?

5 A A customer that had one telephone interconnected
6 unit in their car would have cost them \$75 a month with
7 unlimited air time.

8 Q Okay. And I believe you stated that you used this
9 phone frequently for business purposes?

10 A Mostly for business purposes.

11 Q What percentage of the air time, where you used
12 the phone, what percentage of the air time would be for
13 business versus the percentage that would be for your
14 personal use?

15 A I would suggest that it's probably 95 percent
16 business, five percent personal.

17 Q Read the second paragraph on page 11.

18 (Pause)

19 Q I take that back. That's not the page I want you
20 to read.

21 Well, you can read that, though.

22 THE COURT: Which --

23 MS. LANCASTER: You can read the second --

24 THE WITNESS: Second paragraph, page 11?

25 MS. LANCASTER: -- page 11.

1 THE REPORTER: One at a time.

2 MS. LANCASTER: I'm sorry.

3 (Pause)

4 THE WITNESS: Okay, I've read it.

5 BY MS. LANCASTER:

6 Q Are you familiar with how many radios David and
7 Diane had in their vehicles?

8 A I know David had a radio in his car. David may
9 have had two radios in his car. I don't know positively,
10 but he may have had two. But I know for sure that he had
11 one. Diane had none in her car. She didn't want one in her
12 car. She had a cell phone.

13 Q So as far as you know, did they have six mobile
14 units and one control station?

15 A Not to my knowledge, no.

16 Q How many radios did the Sumpters have, do you
17 know?

18 A The Sumpters had one radio phone unit in their
19 daughter Jennifer Hill's car for a period of time.

20 Q Do you know what period of time?

21 A I'm not exactly sure when it was put in. I would
22 guess sometime in maybe '90, '91. And I believe it came out
23 of Jennifer's car in 1992.

24 Q Do you have any personal knowledge of it coming
25 out of Jennifer's car?

1 A Yes, I do.

2 Q What knowledge is that?

3 A When it was time to take it out of Jennifer's car
4 because she was going to be getting a new car, she didn't
5 have time she said to come to the office and have it taken
6 out. We live close together. We swapped automobiles. She
7 kept my car for a day, and I drove her car into the office
8 to have the radio phone unit taken out of her car. Then at
9 the end of the day we swapped cars back.

10 Q Look on the bottom of page 10 of Exhibit 19. It
11 indicates there that Jim, Norma, Melissa Sumpter and
12 Jennifer Hill received the use of three control stations and
13 five mobile units.

14 To your knowledge, is that a correct statement?

15 A No, it is not correct.

16 Q Did you know them ever to have more than one
17 phone?

18 A They never had more than one phone unit, in
19 Jennifer's car.

20 THE COURT: Norm's cars, Jim's cars, Melissa's
21 cars --

22 THE WITNESS: They had no units in their cars.
23 The only person who had one in their car was Jennifer Hill.
24 It started out Jennifer Sumpter. She married, it was
25 Jennifer Hill. But there was only one, and it was in

1 Jennifer's car.

2 BY MS. LANCASTER:

3 Q Were they billed for the use of that radio?

4 A Not the one that they had at this period of time,
5 no.

6 Maybe you better clarify when you're talking
7 about. They had two separate things, two separate times.

8 Q How many car radios or car radio phones did the
9 Sumpters ever have?

10 A Well, I guess I better try to clarify my own
11 thinking on this. I'm getting confused.

12 THE COURT: If you're asking about paragraph 11,
13 paragraph 11 relates to the assignment of the licenses, so
14 that would put it in a different period than what we were
15 talking about the unit in Jennifer Hill's car.

16 THE WITNESS: Can I just sort of give an
17 explanation as to what I know about it?

18 THE COURT: Well, Ms. Lancaster will ask you.

19 BY MS. LANCASTER:

20 Q I want to know first of all, how many phones, as
21 far as you know, did they ever have?

22 A One. One phone in one car.

23 Q And they obtained that phone, I believe you
24 testified, in the early '90s, is that correct?

25 A That's right.

1 Q Did they ever at any other time have any car
2 phones?

3 A No, they did not. They had one car phone in their
4 vehicle, and it was originally installed in Jennifer's car,
5 and then taken out of Jennifer's car. There was never any
6 other one put in its place.

7 Q You did the billing for repeater services, is that
8 correct?

9 A Yes, I did.

10 Q Did you bill any of the Sumpters for the use of
11 that car phone?

12 A Yes, I did bill them for the use of that car phone
13 at one time, but not at the time that they were using it --
14 I need to make explanation about that, if I can.

15 Q Okay. Explain.

16 A Okay.

17 Mr. Ron Brasher owned an 800 MHz trunking repeater
18 system back in the '80s and very early '90s. The phone that
19 Jennifer Hill had in her car was an 800 MHz telephone
20 interconnected unit on an 800 MHz trunk system. This is the
21 trunk system that Ron Brasher sold to another communications
22 company.

23 Part of his reason for setting up them with --
24 They didn't originally have a bill that was sent to them on
25 it. He had me produce a bill for them because when he was

1 selling this system, part of the sale was going to be based
2 on how many customers he had on it and how much money they
3 would collect from that customer. He was trying to show
4 that he had more customers, or he had customers on it that
5 they could collect money for. So he had me set up a
6 statement to send to them with a bill so that it would show,
7 reflect a receivable on that particular phone.

8 The bill only went to them like for just a short
9 period of time before he actually sold the system. Prior to
10 that, there had been no bill for it because it was free,
11 they had given it to them to use for a period of time but
12 there was no bill for it.

13 The bill was only generated to show the people he
14 was selling it to that it would generate income for them,
15 but they weren't really supposed to ever pay that bill.

16 Q You're using a lot of them's and they's.

17 A I'm sorry.

18 Q I want to go back and just clarify a little bit.

19 A Okay.

20 Q As I understand your testimony, originally when
21 the phone was put in the car, in Jennifer Hill's car, it was
22 supposed to be free.

23 A That's right.

24 Q And there was no bill generated by DLB or
25 Metroplex for air time associated with Jennifer Hill's car

1 phone.

2 A That's right.

3 Q When were you told to start generating a bill for
4 air time for that car phone?

5 A I'm not exactly sure -- I can't remember exactly
6 when they sold that system. Maybe it was '90? Whenever it
7 was that they were selling this system, Ron Brasher needed
8 to show that it produced revenues to the people he was
9 selling it to, so he said create an account for the Sumpters
10 that you can mail out in the form of a statement, but you
11 don't have to mail it because they're not going to pay it.
12 I just want it to show that there is income on it.

13 Q Okay. Do you know how long that occurred before
14 Ron actually sold the system?

15 A I want to say maybe three to six months.
16 Somewhere along that line as best I can recall.

17 Q Three to six months prior to that system being
18 sold, you were told to start making up bills in the name of
19 the Sumpters.

20 A That's right.

21 Q And do I also understand that you were also told
22 not to send those bills to the Sumpters?

23 A That's right.

24 Q So as far as you know, did the Sumpters ever
25 receive a bill?

1 A Not while Metroplex Two Way owned the system, no.

2 Q Had they sent a bill would you have been the
3 person to have sent it to them?

4 A Yes, I would have.

5 Q As part of your job duties?

6 A Yes, that's right.

7 Q Do you know what the amount of that bill was that
8 you made up?

9 A I believe that at that time the bill was for maybe
10 \$55 a month. \$50 to \$55 a month for one unit.

11 Q Prior to DLB selling the system to -- Let me
12 strike that.

13 Do you know who DLB sold the system to?

14 A I believe the company's name was Fleet Call,
15 Incorporated.

16 Q Prior to DLB selling the system to Fleet Call, did
17 the Sumpters ever receive a bill for air time or equipment
18 that would be associated with the use of that phone in
19 Jennifer Hill's car?

20 A From Metroplex Two Way?

21 Q Correct.

22 A They did not.

23 Q Do you have any knowledge about whether or not
24 they subsequently received a bill after the system had been
25 sold? If you recall.

1 A Norma told me that they started getting a bill
2 from Fleet call, yes.

3 Q And did Norma have any conversations or did the
4 Sumpters have any conversations with Metroplex at that time
5 about the Bill?

6 A She told me she had spoken to Pat about the bill,
7 wondering why they were getting the bill and what could they
8 do about it. They weren't supposed to be charged for the
9 phone that Jennifer had.

10 I told her well, you'll need to talk to Pat about
11 that and I'll mention it to her also, and I believe I did
12 mention to Pat, Norma's getting this bill. And Pat's
13 response was well, we'll get it taken care of.

14 Q Did it ever get taken care of, as far as you know?

15 A Yeah, it finally got took care of. Norma and Jim
16 Sumpter paid the bill.

17 Q Do you know the bill that they paid, what amount
18 they paid?

19 A I think it was somewhere around \$300 or something
20 of that nature. But specifically, no, I don't remember.

21 Q Do you know how many month's worth of air time was
22 on the bill when they paid it?

23 A No, not really, but I would suggest --

24 MR. ROMNEY: Objection. Speculation, Your Honor.

25 MS. LANCASTER: Okay.

1 THE COURT: We have the answer and we'll leave it
2 in as far as I don't know.

3 BY MS. LANCASTER:

4 Q Ms. Sumpter [sic], turn to Exhibit 62.

5 MR. ROMNEY: Ms. Lutz?

6 MS. LANCASTER: I'm sorry. Thank you for the
7 correct, Mr. Romney.

8 MS. LANCASTER: Ms. Lutz, turn to Exhibit 62.

9 THE WITNESS: I have it.

10 BY MS. LANCASTER:

11 Q Do you recognize Exhibit 62?

12 A Yes, it appears to be a blank radio system
13 management and marketing agreement.

14 Q Have you seen it before?

15 A Yes, it was given to me by Ron Brasher.

16 Q Turn to page 12 of Exhibit 62.

17 (Pause)

18 A Okay.

19 Q Do you recognize that page?

20 A It appears to be my handwritten note that I had
21 attached to the copy that I brought to the deposition.
22 "Management agreement RB wanted me to sign for him. I
23 refused."

24 Q Okay.

25 When were you presented with this management

1 agreement?

2 A I believe it might have been some time in late
3 1998 or early 1999, maybe thereabouts, somewhere then.
4 Approximately then.

5 Q You already had a license at that time, correct?

6 A Yes, I did.

7 Q Do you recall how long you've had a license in
8 your name?

9 A Since sometime in 1997, I believe.

10 Q Okay.

11 And he presented this to you as the management
12 agreement that would take care of that problem?

13 A Yes, that's right.

14 Q Did you read it at that time?

15 A Yes, I did.

16 Q Did you agree to sign it?

17 A No, I did not.

18 Q Tell me what took place between you and Ronald
19 regarding the management agreement.

20 A I had taken the management agreement home and I
21 read it overnight and I brought it back to him, I don't know
22 if it was the next day or the day after that, and I told him
23 that I did not want to sign a management agreement with him
24 because I didn't need a management agreement with him and I
25 had refused to sign it.

1 Q What do you mean, you didn't need a management
2 agreement?

3 A As far as I was concerned I didn't own the
4 station, and it was his. He didn't need permission from me
5 to manage his own station so why did I need a management
6 agreement with him?

7 Q Okay. What was Ronald's response when you told
8 him that?

9 A Well, he said that it would really be a whole lot
10 better for him if he had a management agreement with him,
11 and I told him that I still did not wish to sign it. He
12 asked me why I didn't want to sign it and I told him that
13 throughout this document it makes me, the license holder,
14 responsible for things that I had no business being
15 responsible for, and I didn't want to sign it for that
16 reason.

17 THE COURT: Weren't you actually the license
18 holder?

19 THE WITNESS: Yes, I am. Or I was. I am.

20 THE COURT: So wouldn't you have a reasonable
21 expectation to be responsible for things as a license
22 holder?

23 THE WITNESS: Not to my way of thinking, no, Your
24 Honor. I wouldn't. As far as I was concerned the license
25 was just a piece of paper that allowed him to use the

1 license.

2 THE COURT: Him being Ron?

3 THE WITNESS: Yes, I'm sorry.

4 THE COURT: That's okay.

5 THE WITNESS: That allowed Ron Brasher to use my
6 license to run his station. As far as I was concerned it
7 wasn't my license, it was his. He used it. Not me. So as
8 far as I was concerned, I didn't have any responsibility.

9 I mean holding a piece of paper in my hand, if it
10 didn't have a station running off of it, I wouldn't be
11 liable for anything because nobody's going to be using it or
12 could cause problems with it or could use it wrongly or --
13 All I would have ever done with a piece of paper was hold it
14 in my hand. It would never operate a station. So he
15 operated the station. It was his, to my way of thinking.

16 BY MS. LANCASTER:

17 Q When you applied for the license in 1996, did
18 Ronald ever tell you that you had any responsibilities at
19 all regarding the license?

20 A No. As I remember the conversation he said you'll
21 never have to do anything in order for you to, for me to
22 have, for us to have this. You're not going to have to pay
23 any bills, you're not going to have to buy any -- You're not
24 going to have to spend any money or do anything in order to
25 have this license. I just need a name to file for the

1 license under.

2 Q Did he tell you that if the station was not
3 profitable that you would, in effect, be taking out a loan,
4 that they would advance you money to pay the expenses for
5 operating the station?

6 MR. ROMNEY: Objection. Leading, Your Honor.

7 THE COURT: Why don't you rephrase it, or if you
8 want to direct the witness' attention to an exhibit and a
9 paragraph that might be easier.

10 BY MS. LANCASTER:

11 Q Let's go through Exhibit 62.

12 A Okay.

13 (Pause)

14 MS. LANCASTER: May we go off the record one
15 moment, Your Honor, while I find this --

16 THE COURT: Why don't we take our morning break
17 now.

18 (Recess taken from 10:30 to 10:45 a.m.)

19 THE COURT: Let's go back on the record.

20 Are you ready to proceed?

21 THE WITNESS: Yes.

22 BY MS. LANCASTER:

23 Q Ms. Lutz, turn to page seven of Exhibit 62. Do
24 you see the paragraph that has the D near the top of the
25 page, where it says Profits?

1 A Yes.

2 Q The last sentence of that paragraph, would you
3 review the last sentence of that paragraph?

4 A Does it begin with "In the event that"?

5 Q Yes.

6 (Pause)

7 A Okay, I've read it.

8 Q Were you told anything like that when you agreed
9 to get a license?

10 A No, I was not.

11 Q Look at Supervision by Licensee, VII, which is the
12 next paragraph.

13 A Okay.

14 Q Did you retain ultimate supervision and control
15 over the operation of your station?

16 A No. I never had supervision or control of it.

17 Q Did you have unlimited access to the transmitting
18 facility?

19 A No, I did not.

20 Q Where was the transmitting facility?

21 A The transmitting facility, as I understand it, is
22 in Allen, Texas. That's what the license says, anyway.

23 Q Have you ever been there?

24 A No, I have not.

25 Q Did you have the right to locate the station

1 transmitting facility any place you chose?

2 A I had no control of where it went at all.

3 Q Look at VIII, the next section, Indemnification by
4 Licensee.

5 A Okay.

6 Q The second sentence of that section says that the
7 licensee will indemnify the agent for all losses arising out
8 of the licensee's failure to comply with FCC licensing
9 requirements which might cause a limitation or cessation of
10 revenue.

11 A Okay.

12 Q Did you have any discussions about any
13 indemnification at all?

14 A No, I did not.

15 Q Did you just basically sign this license as a
16 favor to Ron?

17 A That's correct. Didn't expect anything about it,
18 no I did not.

19 Q In this, Exhibit 62, when you were given this
20 marketing and management agreement from Ron and you refused
21 to sign it, did Ron ask you to make him a counter-offer?

22 A Yes, he did.

23 Q Did you prepare a different marketing and
24 management agreement and give it to him?

25 A Yes, I did.

1 Q I'd like you to look at RB/PB-1, I don't know
2 where that is up there, Your Honor. It's a separate --

3 THE COURT: It would probably be in the pile by
4 the Reporter. You have permission to go through there, but
5 don't mess it up too much.

6 MS. LANCASTER: Okay.

7 THE COURT: And you're responsible for putting it
8 back.

9 MS. LANCASTER: Okay.

10 BY MS. LANCASTER:

11 Q Ms. Lutz, I want you to take a look at that
12 document that has been marked RB/PB-1 and tell me if you
13 recognize it.

14 A Yes, this appears to be a document that I brought
15 to the deposition hearing, and I have a note at the top of
16 it describing what it is. It says it's a copy of a
17 management agreement proposed in order to make RB not sign
18 an agreement with me.

19 Q When did you put the note at the top of it?

20 A I put the note at the top of it prior to going to
21 the deposition when I received the documents asking me to
22 bring any papers that I had relating to it to the station or
23 whatever. I put that note at the top of this paper.

24 Q Did you go through all the papers that you had
25 relating to the station?

1 A Yes, I did.

2 Q Did you make notes on each of them as to what they
3 were?

4 A Yes, I did.

5 Q Is this the agreement that you drafted and gave to
6 Ron in response to his giving you Exhibit 62?

7 A Yes, that is correct.

8 Q What's the difference between this Exhibit and
9 Exhibit 62?

10 A The difference is, I went through the original
11 document, and any place in it where it said that the
12 licensee would be responsible for something, I changed the
13 wording or took it out entirely to make Ron Brasher the
14 agent be responsible for it, for anything in there that
15 normally the licensee, where he had marked that the licensee
16 would be responsible for it. Anything that made me
17 responsible I changed or took out.

18 Q Okay. Let me clarify something.

19 You keep referring to Ron Brasher as the agent.
20 Did you think that Ron Brasher personally was managing your
21 license, or did you think that DLB/Metroplex was managing
22 your license?

23 A Ron Brasher managed it. Ronald Brasher managed
24 the licenses. Ronald Brasher managed DLB. He was it.

25 Q I believe you just testified that you changed the

1 management agreement that you submitted back to Mr. Brasher
2 so that the agent was responsible for everything having to
3 do with the license instead of you being responsible, is
4 that correct?

5 A Yes, that's correct.

6 Q Did you put any additional terms in your
7 management agreement?

8 A Yes, I did. I put money, that I would receive
9 certain amounts of money for him being the agent and
10 managing my station, he would pay me a certain amount of
11 money, and also that he would give me an extra week of
12 vacation in here.

13 Q Why did you do that?

14 A The purpose of me typing this paper out was so
15 that he would not want to sign it. If I got money for it,
16 then that would be a reason for him not to want to sign it,
17 so I tried to put money enough in it that he wouldn't sign
18 it with me.

19 Q How about the vacation?

20 A I put that in there for the same reason. He
21 didn't like us having vacation. He hated it when people
22 took vacation. He hoped you could never take vacation, so I
23 thought if I put an extra week of vacation in, then that
24 would be another reason why he wouldn't want to sign it.

25 Q Did you want to sign a management agreement?

1 A No, I did not.

2 Q Was Mr. Brasher insisting that you sign a
3 management agreement?

4 A He felt very strongly that he wanted a management
5 agreement signed, or at least I got that impression from
6 him. I felt pressured to have an agreement.

7 Q What was the reaction of Mr. Brasher when you have
8 this, your -- I'm going to refer to RB/PB-1 as your
9 management agreement.

10 A Okay.

11 Q When you gave your management --

12 THE COURT: Use Ron.

13 MS. LANCASTER: Okay. Sorry.

14 BY MS. LANCASTER:

15 Q What was Ron's reaction when you gave your
16 management agreement back to him?

17 A He took it from me, told me that he would look at
18 it, read it over, and get back to me. He never got back to
19 me. It just kind of was forgotten about, which was great
20 for me as far as I was concerned. He didn't ask me to sign
21 it, he didn't bring it to me showing me that he had signed
22 it. It was forgotten.

23 Q Ms. Brasher, as far as you know --

24 THE COURT: Ms. Lutz.

25 MS. LANCASTER: I'm sorry. I'm having a terrible

1 time remembering.

2 BY MS. LANCASTER:

3 Q Ms. Lutz, as far as you know, was your station
4 constructed?

5 A As of right now or at the time of this management
6 agreement?

7 Q At any time. Was it constructed, as far as you
8 know?

9 A I guess it was. Yeah. I knew that it was after I
10 got the license, or I guess I assumed it was. I don't know
11 why you'd get a license if it wasn't.

12 Q Do you know what the names of the customers were
13 that used your license?

14 A Specific customers? No.

15 Q I'm talking about WPJR763. You understand that.

16 A Yes.

17 Q That specific license. That's the station that
18 you, the license that you got after you returned to
19 employment, and I think it was granted in 1996. Do you
20 recall that?

21 A Yes. Can I clarify on that?

22 Q Certainly.

23 A Okay. You asked me if I knew what customers were
24 on my station. As far as I'm concerned, anybody who was on
25 the T-band repeater system was on my station. There was no

1 designation made as to this customer is on your station and
2 that customer is on somebody else's. If they were on the
3 system and they had all three systems, they had Dallas, Fort
4 Worth and Allen, then they were on my station because my one
5 station was part of the whole thing.

6 That may not make sense to you all. It makes
7 sense to me, but you all may not be understanding how I'm
8 arriving at that.

9 Q Well explain that to the Judge, how you're
10 arriving at that.

11 A Okay. When I set a customer up on the system I
12 would start an account for him, so to speak. The sales
13 people would tell me you know, he's buying T-band radios and
14 we're going to load him onto our T-band system.

15 When he said T-band system and he was going to be
16 loaded on all the sites, then that meant his radios would
17 talk on the Dallas system, the Fort Worth system, and the
18 Allen system. So if he was loaded on all three, then as far
19 as I was concerned he was on my station. Because my one
20 channel was part of the whole Allen system, as far as I was
21 concerned.

22 I really didn't even know how many repeaters were
23 at Allen. It could have been only mine. I don't know. But
24 I kind of got the impression or thought that there was more
25 than just mine up there.

1 So when I say that it was -- I didn't know which
2 particular customers, as far as I was concerned if they were
3 on the Allen system they were on my station.

4 THE COURT: Okay.

5 BY MS. LANCASTER:

6 Q Were you ever told that you owed any monies in
7 connection with your station?

8 A No. I was not.

9 Q And these series of questions I'm talking about
10 WPJR763.

11 A Okay.

12 Q The station that you had, the license that you had
13 in 1996.

14 A Can I clarify a point there that I wish to make
15 very clear to everyone> To me, I didn't have a station. I
16 had a piece of paper that was a license. But not a station.

17 To me, a station is a repeater that runs with the
18 authority of my license, but I don't own a station. I hold
19 a license.

20 Q When I ask you a question and I say your station,
21 I mean the station that is operating under the authority of
22 your license.

23 A Okay.

24 Q Do you understand that?

25 A Yes, I guess I do now. You refer to it as a

1 station, I refer to it maybe as a repeater.

2 Q Okay.

3 Were you ever told that you would owe any money to
4 operate the station?

5 A No. It wasn't supposed to cost me any money, no.

6 Q Were you ever paid any money from --

7 A No. I was not.

8 Q -- the operation of your station?

9 A No. I was not.

10 Q Did you ever feel that you were putting anything
11 at risk by agreeing to apply for a license?

12 A No. He specifically told me that you could not
13 get into trouble for holding this license for me.

14 THE COURT: Who's he?

15 THE WITNESS: I'm sorry, Your Honor.

16 Ron Brasher told me that you could not get into
17 any sort of trouble for holding a license.

18 BY MS. LANCASTER:

19 Q Other than your duties that you performed at DLB
20 in the regular course of business, did you perform any other
21 services that specifically related to your station?

22 A No, I did not.

23 Q Do you know exactly when it was constructed?

24 A No. Not exactly, no.

25 Q Do you know how much it cost to construct it?